State: District of Columbia Filing Company: Travelers Casualty and Surety Company of

America

**TOI/Sub-TOI:** 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package **Product Name:** Investment Advisers Employment Practices Liability 2016-10-0057

Project Name/Number: Investment Advisers Employment Practices Liability 2016-10-0057/2016-10-0057

## Filing at a Glance

Company: Travelers Casualty and Surety Company of America

Product Name: Investment Advisers Employment Practices Liability 2016-10-0057

State: District of Columbia

TOI: 05.0 CMP Liability and Non-Liability

Sub-TOI: 05.0003 Commercial Package

Filing Type: Form

Date Submitted: 11/10/2016

SERFF Tr Num: TRVE-130798616

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Co Tr Num: 2016-10-0057

Effective Date 01/09/2017

Requested (New):

Effective Date 01/09/2017

Requested (Renewal):

Author(s): Socorro Armstrong, Theresa Lavenburg, Timothy Bengston, Sandy J Olson, Linda Sperry,

Stacy Mandelker, Julie Stuart

Reviewer(s): Angela King (primary)

Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia Filing Company: Travelers Casualty and Surety Company of

Status of Filing in Domicile:

State. District of Columbia Filing Company. Pravelers casualty and Surety Comp

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### **General Information**

Project Name: Investment Advisers Employment Practices

Liability 2016-10-0057

Project Number: 2016-10-0057 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 11/10/2016

State Status Changed: Deemer Date:

Created By: Linda Sperry Submitted By: Linda Sperry

Corresponding Filing Tracking Number:

Filing Description: 2016-10-0057 Form Filing

Investment Advisers & Funds Liability Coverages (EPL)

Modular Program

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, 3548-31194, 06-0907370

In compliance with the insurance laws and regulations of your jurisdiction, we respectfully submit this form filing for your review. The form included in this submission was created for use with the Employment Practices Liability (EPL) portion of our Investment Advisers & Funds Liability Coverages.

This submission consists of the following endorsement:

•IVEPL-19007 Ed. 10-16 Workplace Violence Expense Coverage Endorsement

This new, optional endorsement broadens coverage. It adds Workplace Violence Expense Coverage to the EPL policy for extra security, counseling, public relations services, and forensic analysis after a Workplace Violence Event (i.e., the use or threat of deadly force that could cause bodily injury). The rate for our new Workplace Violence Expense Coverage Endorsement is already contemplated in the existing rate plan.

Please feel free to contact me if you have any questions or need any additional information.

Thank you for your consideration of this filing submission.

## **Company and Contact**

### **Filing Contact Information**

Linda Sperry, Regulatory Analyst LSperry1@travelers.com
One Tower Square 860-277-7096 [Phone]

S202B

Hartford, CT 06183

State: District of Columbia Filing Company: Travelers Casualty and Surety Company of

America

**TOI/Sub-TOI:** 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package **Product Name:** Investment Advisers Employment Practices Liability 2016-10-0057

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**Filing Company Information** 

Travelers Casualty and Surety CoCode: 31194 State of Domicile: Connecticut

Company of America Group Code: 3548 Company Type:
One Tower Square Group Name: State ID Number:

2S2B FEIN Number: 06-0907370

Hartford, CT 06183

(860) 277-0179 ext. [Phone]

## **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

State: District of Columbia Filing Company: Travelers Casualty and Surety Company of America

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package

Product Name: Investment Advisers Employment Practices Liability 2016-10-0057

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		WORKPLACE VIOLENCE EXPENSE COVERAGE ENDORSEMENT	IVEPL- 19007 Ed. 10-16		END	New			IVEPL-19007- 1016.pdf

Form Type Legend:

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ABE	Application/Binder/Enrollment	ADV	Advertising	
BND	Bond	CER	Certificate	
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule	
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions	
ERS	Election/Rejection/Supplemental Applications	ОТН	Other	

#### WORKPLACE VIOLENCE EXPENSE COVERAGE ENDORSEMENT

This endorsement changes the following:

#### **Employment Practices Liability**

#### It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

Workplace Violence Expenses Limit of Liability: \$<amount> for all **Workplace Violence Expenses** 

2. The following is added to I. INSURING AGREEMENTS:

#### **WORKPLACE VIOLENCE EXPENSE COVERAGE**

The Company will reimburse the **Insured Organization** for **Workplace Violence Expenses** incurred by the **Insured Organization** as a result of a **Workplace Violence Event** that first occurs during the **Policy Period**.

The following is added to II. DEFINITIONS:

**Premise** means the buildings, facilities, or properties occupied by the **Insured Organization** in conducting its business.

**Workplace Violence Event** means the intentional use of deadly force, or threat of deadly force while displaying a lethal weapon, that: (i) occurs on the **Premise**; and (ii) could or does result in an **Insured Person's** bodily injury or death.

**Workplace Violence Expenses** mean the reasonable costs, expenses, and fees incurred and paid by the **Insured Organization** for:

- a. the services of an independent security consultant for 90 days following a Workplace Violence Event;
- b. the services of an independent public relations consultant for 90 days following a Workplace Violence Event;
- c. counseling services provided to employees by an independent consultant on the **Premises** for up to 120 days following a **Workplace Violence Event**;
- d. the services of independent security guards and other reasonable costs to secure the **Premises** for up to 15 days following a **Workplace Violence Event**; or
- e. the services of an independent private forensic analyst for 120 days following a Workplace Violence Event.
- 4. The following is added to III. EXCLUSIONS:

The Company will not be liable for **Workplace Violence Expenses** based upon or arising out of a **Workplace Violence Event** on account of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, or destruction of, or damage to, property by or under the order of any government, public or local authority.

Issuing Company: Policy Number:

5. The following is added to III. CONDITIONS, C. LIMITS OF LIABILITY of the General Terms and Conditions:

Workplace Violence Expense Coverage

The Company's maximum liability for all **Workplace Violence Events** is the Workplace Violence Expenses Limit of Liability, which is separate from, and in addition to the applicable **Limit of Liability** for this **Liability Coverage**.

6. The following is added to III. CONDITIONS, D. RETENTION of the General Terms and Conditions:

No Retention will apply to Workplace Violence Expense Coverage.

7. The following is added to III. CONDITIONS, E. NOTICE

The **Insured** must provide the Company with notice of the **Workplace Violence Event** as soon as practicable after an **Executive Officer** first becomes aware of it, but in no event later than 90 days after the expiration of the **Policy Period**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

IVEPL-19007 Ed. 10-16 Page 2 of 2

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# **Supporting Document Schedules**

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	